

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

FILE: B-212093

DATE: October 4, 1983

MATTER OF: C. R. Hipp, Inc.

DIGEST:

1. Where the bidder submitted a total price for each of four bid items, but omitted individual prices on the line items under each bid item, the omission may be viewed as a minor informality or irregularity and waived because the solicitation did not explain how the individual prices would be evaluated and, in fact, the total prices, not the individual prices, were used in determining the low bidder.
2. Failure to complete Standard Form 19-B, "Representations and Certifications," and a supplement to standard form 19-B does not render a bid nonresponsive, and the required information may be submitted after bid opening.
3. The omission of the bidder's name, address, telephone number, and the date of the bid on the first page may be waived as a minor informality since the bid form elsewhere contained the bidder's name and address and the signature of its president, which was sufficient to indicate the bidder's intent to be bound.
4. GAO will not disregard the substantive information in an agency's administrative report merely because the report was not submitted within the timeframe under the Bid Protest Procedures.

C. R. Hipp, Inc. (Hipp), protests the award of a contract under invitation for bids (IFB) No. 534-33-83

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issued by the Veterans Administration (VA) to G & H Construction (G&H) for renovation of facilities at the VA Medical Center, Charleston, South Carolina, because of certain omissions from G&H's bid.

We deny the protest.

The solicitation called for three renovation projects with a pricing schedule as follows:

"BID ITEM #1: Renovation of Ward 2A	\$ _____
Renovation of Wards 3AN, 4AN	\$ _____
Renovation of Wards 3AS, 4AS	\$ _____
TOTAL OF BID ITEM #1:	\$ _____

"BID ITEM #2: Renovation of Ward 2A (1)	
(SEE ATTACHED)	\$ _____
Renovation of Wards 3AN, 4AN	\$ _____
Renovation of Wards 3AS, 4AS	\$ _____
TOTAL OF BID ITEM #2:	\$ _____

"BID ITEM #3: Renovation of Ward 2A (2)	
(SEE ATTACHED)	\$ _____
Renovation of Wards 3AN, 4AN	\$ _____
Renovation of Wards 3AS, 4AS	\$ _____
TOTAL OF BID ITEM #3:	\$ _____

"BID ITEM #4: Renovation of Ward 2A (3)	
(SEE ATTACHED)	\$ _____
Renovation of Wards 3AN, 4AN	\$ _____
Renovation of Wards 3AS, 4AS	\$ _____
TOTAL OF BID ITEM #4:	\$ _____"

Bid item No. 1 was for the total work required and bid items Nos. 2, 3, and 4 were for the same renovation with certain work deleted. The IFB stated that it was the intention of the government to make a single award for bid item No. 1, but if the bids exceeded available funding, a single award would be made for bid items Nos. 2, 3, or 4. The IFB also stated "Offerors should quote on each item listed."

G&H filled in a total price for each bid item, but omitted any individual prices on the three projects. Hipp

argues that since G&H's bid omitted the individual prices, its bid did not conform to the requirement of Federal Procurement Regulations (FPR) § 1-2.301(a) (1964 ed., amend. 178) that a bid must comply in all material respects with the IFB and, therefore, was nonresponsive. Hipp further points to our decisions holding that the failure to include line item prices required by an IFB cannot be waived as a minor informality and renders a bid nonresponsive.

The VA contends that the omission of individual prices from G&H's bid may be waived as a minor informality or irregularity under FPR § 1-2.405 (1964 ed., circ. 1). The VA argues that the individual prices were not an evaluation factor used to determine the low bid, but rather that the total prices for each bid item were the relevant evaluation factors. The VA further claims that our decisions in Wickham Contracting Co., Inc., B-190490, March 24, 1978, 78-1 CPD 232, and Sere Construction Corp., B-205098, May 11, 1982, 82-1 CPD 453, are controlling. In those decisions, we held that where a solicitation does not explain how unit prices are to be evaluated, and the unit prices are in fact not used in determining the low bidder, then the omission is waivable as a minor informality or irregularity.

We agree that the reasoning in Wickham Contracting Co., Inc., supra, and Sere Construction Corp., supra, is controlling here. The IFB did not explain how the individual prices for the three renovation projects would be evaluated and, in fact, the total prices, not individual prices, were used in determining the low bidder. Thus, the failure to insert individual prices where the solicitation invited total prices was not material to the evaluation of bids and is waivable as a minor informality or irregularity under FPR § 1-2.405.

Hipp also alleges that G&H's bid should be determined nonresponsive because G&H completed neither Standard Form 19-B, "Representations and Certifications", nor the "Supplement to Clause 6" of the "Additions to Representations and Certifications, Standard Form 19-B." We have held that the failure to complete standard form 19-B does not render a bid nonresponsive, and where such information is required by a solicitation, the information may be submitted after bid opening. Burns Electronic Security Services, Inc., B-191312, November 27, 1978, 79-1 CPD 1. Accordingly, the protest on this issue is denied.

Hipp further contends that G&H's bid should be determined nonresponsive because G&H omitted from the front of the bid form its name, address, telephone number, and the date. On page 1a of the bid form, however, appeared G&H's name and address and the signature of its president. This satisfied the contracting officer of the intent of G&H to be bound by the bid, and she waived the omission as a minor informality under FPR § 1-2.405. Under the circumstances, we believe that the contracting officer properly concluded that G&H intended to be bound by the government's acceptance of the bid as submitted, and the bid, therefore, was responsive. Airwest Helicopters, Inc., B-193277, June 7, 1979, 79-1 CPD 402.

Finally, Hipp claims that the VA's delay in submitting its report was unreasonable in view of the fact that the VA at the same time claimed that it was necessary to award the contract notwithstanding the pendency of Hipp's protest due to the delay which would result if the contract was not awarded immediately. Our Bid Protest Procedures call for the procuring agency to submit a complete report "as expeditiously as possible (generally within 25 working days)." 4 C.F.R. § 21.3 (1983). In this case, over 8 weeks elapsed between the date GAO requested the report, June 17, 1983, and the August 18, 1983, receipt date. However, the late receipt of an agency report does not provide a basis for disregarding the substantive information contained in the record or for sustaining the protest on an inadequate record. Electronic Data Systems Federal Corporation, B-207311, March 16, 1983, 83-1 CPD 264.

The protest is denied.

for Milton J. Fowler
Comptroller General
of the United States